

283486

STATE OF SOUTH CAROLINA

(Caption of Case)

Example: Application for a Class C Charter Certificate from
 John Doe dba Doe's Limo

Cougar Moving company is applying
 to revise old tariff. Cougar Moving
 company is also requesting to amend
 scope of authority to state wide
 authority.

BEFORE THE
 PUBLIC SERVICE COMMISSION
 OF SOUTH CAROLINA

TRANSPORTATION COVER SHEET

DOCKET

NUMBER: 2019 - 105 - T

If this is your first time filing an application with the PSC, you will not
 have a Docket Number. The Commission will assign one to you. If you
 have filed with the Commission before, a Docket Number was assigned
 and should be entered above.

(Please type or print)

Submitted by: Taylor Nelson

Telephone: 803.553.1813

Address: 2306 Bailey Drive
 North Charleston, SC 29405

Fax:

Other:

Email: cougarmoving@gmail.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers
 as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must
 be filled out completely.

NATURE OF ACTION (Check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Application - Class A/A Restricted | <input type="checkbox"/> Request for Name Change on Certificate |
| <input type="checkbox"/> Application - Class C Taxi | <input checked="" type="checkbox"/> Request to Amend Scope of Authority |
| <input type="checkbox"/> Application - Class C Charter | <input checked="" type="checkbox"/> Request to Amend Tariff (rate increase, etc.) |
| <input type="checkbox"/> Application - Class C Charter Bus | <input type="checkbox"/> Request to Amend Passenger Limit |
| <input type="checkbox"/> Application - Class C Non-Emergency | <input type="checkbox"/> Request |
| <input type="checkbox"/> Application - Class C Stretcher Van | <input type="checkbox"/> Exhibit |
| <input type="checkbox"/> Application - Class E Household Goods | <input type="checkbox"/> Late-Filed Exhibit |
| <input type="checkbox"/> Application - Class E Hazardous Waste | <input type="checkbox"/> Letter |
| <input type="checkbox"/> Application | <input type="checkbox"/> Proposed Order |
| <input type="checkbox"/> Request for Extension to Comply with Order | <input type="checkbox"/> Publisher's Affidavit |
| <input type="checkbox"/> Request for Order Granting Authority to Obtain a Certificate of Public Convenience and Necessity to be Rescinded | <input type="checkbox"/> Reservation Letter |
| <input type="checkbox"/> Request for Cancellation of Certificate | <input type="checkbox"/> Response |
| <input type="checkbox"/> Request for Suspension | <input type="checkbox"/> Return to Petition |
| <input type="checkbox"/> Request for Reinstatement | <input type="checkbox"/> Other: |

If you have any questions about this form, please contact the PUBLIC SERVICE COMMISSION at 803-896-5100.

RECEIVED
 MAR 19 2019
 PSC SC
 CLERK'S OFFICE

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210

Phone: (803) 896-5100 FAX: (803) 896-5199

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR OPERATION OF
MOTOR VEHICLE CARRIER

Select Class: (Check one)

Date: 3/20/19

- ☒ E (HHG) - Household Goods
☐ E (HAZ) - Hazardous Material

IMPORTANT! If application is to amend scope of authority, a current annual report must be on file with the Commission before application will be accepted. If application is for a NEW CERTIFICATE, do not submit annual report.

Check one:

- ☐ New Application
☒ Amended Scope of Authority

Current Scope:
(list counties)

Charleston, Berkeley, and Dorchester

Amended Scope:
(list counties)

State wide authority.

1.

Cougar Moving Company L.L.C.

Name under which business is to be conducted (corporation, partnership, or sole proprietorship, with or without trade name.)

2306 Bailey Drive, North Charleston, SC 29405

Street Address of Applicant

N/A

Mailing Address of Applicant (if different from street address)

843.608.1835

Phone

FAX

Cougarmoving@gmail.com

Email Address

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)

3. Select Entity Type: (Check one)

- ☐ Individual Owner Sole Proprietorship
☒ Partnership - List names and address of all person having an interest in the business.
☐ Corporation - List names and addresses of two principal officers.

Taylor Nelson - (c) 803.555.1813

Jason Barron - (c) 609.477.2491

4. Is applicant certified to provide intrastate transportation of household goods in another state: (Check one.)

- ☐ Yes ☒ No

If yes, attach a letter from the regulatory agency in the state(s) stating applicant is in compliance with the rules and regulations of said state agency.

5. Has applicant been convicted of operating with no intrastate household goods authority or failure to abide by the rules and regulations pertaining to the intrastate transportation of household goods in this state or any other state? (Check one.)

- ☐ Yes ☒ No

If yes, list dates and nature of convictions below.

6. Has applicant ever had a certificate authorizing the transportation of household goods revoked in this state or any other state? (Check one.)

- ☐ Yes ☒ No

If yes, list dates and nature of revocations below.

Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

Financial Statement

Applicant's assets and liabilities are as follows:

| <u>Assets:</u> | | <u>Liabilities:</u> | |
|-------------------------------------|----------|------------------------------|-----|
| Value of Real Estate | N/A | Mortgage/Loan on Real Estate | N/A |
| Value of Motor Vehicles | \$25,000 | Loans Owed on Motor Vehicles | N/A |
| Cash on Hand | N/A | Business/Other Loans Owed | N/A |
| Cash in Bank | \$51,000 | Other Liabilities or Debts | N/A |
| Value of Other Assets and Equipment | \$5,000 | Total Liabilities | N/A |
| Total Assets | \$81,000 | | |

INSTRUCTIONS:

1. "Value of Real Estate" means the actual or estimated market value of any real property/buildings owned by the Company/Business Applying for a Certificate.
2. "Mortgage/Loan on Real Estate" means the outstanding balance on any Mortgage, Equity Line or other Loan secured by the Real Estate listed in Item 1.
3. "Value of Motor Vehicles" means the actual or fair estimated value of any moving vans, trucks or other vehicles owned by the Company/Business Applying for a Certificate.
4. "Loans Owed on Motor Vehicles" means the outstanding balance on any loans or liens on the vehicles listed in Item 3.
5. "Cash on Hand" is the total of actual cash held by the Company/Business applying for a Certificate on the day this form is filled out.
6. "Business/Other Loans Owed" means the outstanding balance on any small business loan or other unsecured loan made by a person, bank or business to the Business/Company applying for a Certificate.
7. "Cash in Bank" means the current balance in checking accounts, savings accounts or the like in the name of the Company/Business applying for a Certificate. Do not include retirement accounts or personal bank account balances.
8. "Value of Other Assets and Equipment" should include the actual or estimated value of items such as office equipment (computers/furnishings), moving equipment (hand trucks/blankets/strapping), and trailers.
9. "Other Liabilities or Debts" means specific amounts/balances which the Company/Business applying for a Certificate knows that it owes to other persons or companies; for example Franchise Fees. This does NOT include regular bills such as electricity bills, security system costs, insurance, salaries, etc.

PROPOSED RATES AND CHARGES FOR SERVICE

Proposed Rates and Charges (List only maximum charges per mile or trip, and/or hourly rate):

- Cougar Moving Company rates are on file with the public Service Commission of South Carolina. Cougar Moving Company is proposing new changes to its tariff.

COMMODITIES TO BE TRANSPORTED AND AREA(S) TO BE SERVED

Commodities to be Transported: (Check one)

- ☒ Household Goods, as defined in R103-210(1)
☐ Hazardous Wastes, as defined in R103-210(2)

Requested Scope of Authority: Check all counties in which you are requesting permission to operate.
You will only be allowed to operate in those counties checked below. You may request "Statewide" authority if you intend to operate in all counties in South Carolina.

- | | | | | |
|-------------------------------------|---------------------------------------|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> Abbeville | <input type="checkbox"/> Cherokee | <input type="checkbox"/> Florence | <input type="checkbox"/> Lee | <input type="checkbox"/> Saluda |
| <input type="checkbox"/> Aiken | <input type="checkbox"/> Chester | <input type="checkbox"/> Georgetown | <input type="checkbox"/> Lexington | <input type="checkbox"/> Spartanburg |
| <input type="checkbox"/> Allendale | <input type="checkbox"/> Chesterfield | <input type="checkbox"/> Greenville | <input type="checkbox"/> Marion | <input type="checkbox"/> Sumter |
| <input type="checkbox"/> Anderson | <input type="checkbox"/> Clarendon | <input type="checkbox"/> Greenwood | <input type="checkbox"/> Marlboro | <input type="checkbox"/> Union |
| <input type="checkbox"/> Bamberg | <input type="checkbox"/> Colleton | <input type="checkbox"/> Hampton | <input type="checkbox"/> McCormick | <input type="checkbox"/> Williamsburg |
| <input type="checkbox"/> Barnwell | <input type="checkbox"/> Darlington | <input type="checkbox"/> Horry | <input type="checkbox"/> Newberry | <input type="checkbox"/> York |
| <input type="checkbox"/> Beaufort | <input type="checkbox"/> Dillon | <input type="checkbox"/> Jasper | <input type="checkbox"/> Oconee | |
| <input type="checkbox"/> Berkeley | <input type="checkbox"/> Dorchester | <input type="checkbox"/> Kershaw | <input type="checkbox"/> Orangeburg | <input checked="" type="checkbox"/> Statewide |
| <input type="checkbox"/> Calhoun | <input type="checkbox"/> Edgefield | <input type="checkbox"/> Lancaster | <input type="checkbox"/> Pickens | |
| <input type="checkbox"/> Charleston | <input type="checkbox"/> Fairfield | <input type="checkbox"/> Laurens | <input type="checkbox"/> Richland | |

INSURANCE QUOTE

This form **MUST BE COMPLETED**.

The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested. You will not be required to purchase insurance until your application has been approved and an order has been issued by the PSC. **THIS IS ONLY A QUOTE.**

The following insurance quote is for:

Cougar Moving Company
Name of Applicant

2306 Bailey Drive, North Charleston, SC 29405
Address of Applicant

Amount of Premium:

Liability Insurance \$ 775.⁰⁰
Cargo Insurance \$ 6,000.⁰⁰

Limits Quoted: (See Below)

Limits \$2,000,000.⁰⁰
Limits \$25,000.⁰⁰

* Attach Certificate of Insurance if available.

Atlantic Casualty Insurance Company
Name of Insurance Company

400 Commerce Court, Goldsboro, NC 27534
Home Office Address of Company

I, the Applicant, am familiar with the Commission's Rules and Regulations relating to insurance requirements and the above quote meets the minimum insurance limits prescribed. The insurance company making this quote is authorized by the South Carolina Department of Insurance to do business in South Carolina.

* Form E and Form H Certificates of Insurance are required to be filed with the Office of Regulatory Staff (ORS). The schedule of minimum limits for Household Goods carriers are listed below:

| | |
|--|------------|
| Vehicle liability for vehicles less than 10,000 lbs. GVWR | \$ 500,000 |
| Vehicle liability for vehicles 10,000 lbs. or more GVWR | \$ 750,000 |
| Cargo - For loss of or damage to property carried on any one motor vehicle | \$ 2,500 |
| For loss of or damage to or aggregate of losses or damages of or to property occurring at any one time and place | \$ 5,000 |

NOTICE:

If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact the Department of Motor Vehicles at (803) 896-8457 or (803) 896-9903.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at www.wcc.state.sc.us/self-insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)
03/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|--|--|
| PRODUCER Russell Massey & Company 1320 Elmwood Avenue Columbia SC 29201 | | CONTACT NAME: Christina Coker, CISR PHONE (A/C, No, Ext): (803) 779-7654 FAX (A/C, No): (803) 799-6546 E-MAIL ADDRESS: Christina@russellmassey.com | |
| INSURED Cougar Moving Company, LLC 2308 Bailey Drive North Charleston SC 29405 | | INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Casualty Ins. Co. NAIC # 42848 INSURER B: Lloyds of London A1122J INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 2019-20 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| USER LTR | TYPE OF INSURANCE | ADDL. INSD | INSUR. W/O | POLICY NUMBER | POLICY EFF. (mm/dd/yyyy) | POLICY EXP. (mm/dd/yyyy) | LIMITS |
|----------|---|---|------------|---------------|--------------------------|--------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | L225002899-0 | 01/24/2019 | 01/24/2020 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCC II | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LI | | | | | | PRODUCTS - COMP/OP AGG \$ Included |
| | OTHER: | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY | <input type="checkbox"/> SCHEDULED TO AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY | <input type="checkbox"/> NON-OWNED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> AUTOS ONLY | <input type="checkbox"/> AUTOS ONLY | | | | | \$ |
| | UMBRELLA LIAB | <input type="checkbox"/> OCC JR | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | <input type="checkbox"/> CLS + S-MADE | | | | | AGGREGATE \$ |
| | DED RETENTION \$ | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Indicate in RTR) | Y/N | N/A | | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| B | Transportation | | | CK58207A19 | 01/31/2019 | 01/31/2020 | Per Conveyance \$25,000 Deduct 2,500 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|---|--|
| CERTIFICATE HOLDER The Public Service Commission of South Carolina 1401 Main St., Suite 110 Columbia SC 29201 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|

Exhibit Fit, Willing, and Able (FWA)

Cougar Moving Company Name

1. Does Applicant have a Safety Rating from the U.S.D.O.T.?

☐ Yes ☒ No ☐ Pending (Submit when received.)

If Yes, indicate rating below and provide copy.

☐ Satisfactory ☐ Conditional ☐ Unsatisfactory

2. Have any of Applicant's drivers or vehicles been placed "out of service" by Transport Police safety officers in the past twelve (12) months?

☐ Yes ☒ No

3. Are there currently any outstanding judgment(s) against the Applicant?

☐ Yes ☒ No

If "Yes", list judgments here:

4. Is Applicant familiar with all statutes and regulations, including safety regulations and workers' compensation laws that govern for-hire motor carrier operations in South Carolina, and does Applicant agree to operate in compliance with these statutes and regulations?

☒ Yes ☐ No

5. Is Applicant aware of the Commission's insurance requirements and the insurance premium costs associated therewith? (The Insurance Quote on Page 6 must be completed, listing current insurance premiums.)

☒ Yes ☐ No

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
 101 EXECUTIVE CENTER DRIVE, SUITE 100
 COLUMBIA, SOUTH CAROLINA 29210

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq.(1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Volume 10, S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 2, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

S.C. Code Ann. Section 58-3-250 states, in part, that every final order of the Commission must be served by electronic service, registered or certified mail, upon the parties to the proceeding or their attorneys.

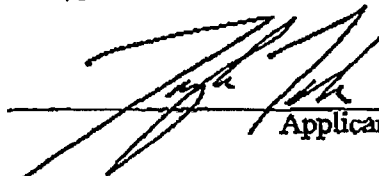
Please check the applicable box:

- ☒ The Applicant AGREES to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System. The Applicant authorizes the Commission to serve its orders by using the e-mail address as it appears on page one of this Application. To sign up for eService notifications, please visit www.psc.sc.gov to create a My DMS account.
- ☐ The Applicant DOES NOT AGREE to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System.

The Applicant believes that there is a need for its company's services in the proposed service area.

The Applicant understands that this completed Application serves as prefiled testimony for the Applicant for hearing purposes.

The Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.



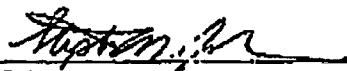
 Applicant's Signature

Co-owner

 Title of Applicant (e.g. President, Owner, etc.)

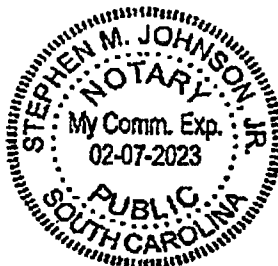
STATE OF SOUTH CAROLINA)
 COUNTY OF CHARLESTON)

SWORN TO BEFORE ME
 This 15 day of March, 20 19



 Notary Public

Commission Expires 02/07/2023



Detach, complete and refile AFTER your safety audit has been performed by State Transport Police.

Taylor Nelson / Cougar Moving Company
 Applicant's Name

Safety Certification

If your operations are subject to Safety Fitness Procedures of the Federal Motor Carrier Safety Regulations (FMCSR) (49 CFR Parts 100-199), even if you have not yet received a Safety Fitness Rating, you must certify as follows:

Applicant has access to and is familiar with all applicable U.S.D.O.T regulations relating to the safe operation of Commercial vehicles. In so certifying, applicant is verifying that, as a minimum, it:

1. Has in place a system and an individual responsible for ensuring overall compliance with the FMCSR and the HM regulations;
2. Can produce a copy of the FMCSR and the HM regulations;
3. Has in place a driver safety/orientation program;
4. Is familiar with the FMCSR governing driver qualifications and has in place a system for overseeing driver qualification requirements in accordance with 49 CFR Part 391.51C;
5. Has in place policies and procedures consistent with FMCSR governing driving and operational safety of commercial motor vehicles, including drivers' hours of service and vehicle inspection, repair, and maintenance (49 CFR Parts 392, 395 and 396);
6. Are in compliance with the Controlled Substance and Alcohol Use and Testing as stated in FMCSR (49 CFR Part 40, 382, if applicable).

Any applicant who certifies they are in compliance with FMCSR and/or the HM regulations and upon completion of a compliance review audit, is found not to be in compliance, may have its certificate revoked.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

☐ Yes ☒ Not Applicable

Exempt Applicants - If you will operate only small vehicles (GVWR of 26,001 pounds or less) and do not transport hazardous materials in a quantity to require placarding under the HM regulations and are thus exempt from the FMCSR and HM regulation, you must certify as follows:

Applicant is familiar with and will observe FMCSR general operational safety fitness guidelines.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

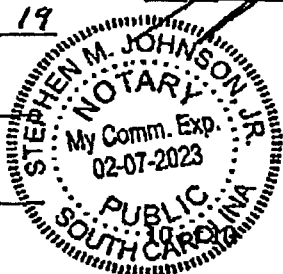
☒ Yes ☐ Not Applicable

I, Taylor Nelson, verify under penalty of perjury under the laws of the State of South Carolina, that all information supplied on this form or relating to this application is true and correct. Further, I certify that I am qualified and authorized to file this application. I know that willful misstatements or omissions of material fact constitute criminal violations punishable by imprisonment and fines as prescribed by law. (Note: This oath embraces all schedules and supplemental filings to this application).

SWORN TO BEFORE ME
 This 15 day of March, 20 19

Stephen M. Johnson
 Notary Public

Commission Expires 02/07/2023



[Signature]
 Applicant's Signature

Print Application

Cougar Moving Company L.L.C. South Carolina Household Goods Tariff

Old Tariff

**REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO CERTAIN INTRASTATE
HOUSEHOLD GOODS MOVES WITHIN THE STATE
OF SOUTH CAROLINA.**

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Cougar Moving Company L.L.C. South Carolina Household Goods Tariff

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Cougar Moving Company L.L.C. South Carolina Household Goods Tariff

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Cougar Moving Company L.L.C. These services are furnished between points and places in Charleston, Berkley, and Dorchester.

Cougar Moving Company L.L.C. South Carolina Household Goods Tariff

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Cougar Moving Company office location, and includes the movers estimate return time to the office location.

| | |
|--|-------------|
| Hourly Rate Two (2) Movers Residential Per/Hour | \$70.00 |
| Hourly Rate Two (2) Movers Small Business X Hour | \$80.00 Per |
| Hourly Rate Two (2) Movers Student Special Per/Hour | \$60.00 |
| Each Additional Mover Per/Hour | \$30.00 |

Customers will be charged a two (2) hour minimum for all moving labor following in increments of fifteen (15) minutes additional to the initial two (2) hours.

Truck Rates for 17 ft Box Truck \$30.00 Per/First 2 Hours

\$10.00 Per/Hour for each additional hour exceeding two (2) hours

Customers will be charged a two (2) hour minimum for all truck use, following in increments of fifteen (15) minutes additional to the initial two (2) hours.

Customers will be charged an additional \$5.00 gas rate per each 10 miles of travel. The hourly rate of charge for the labor, truck, or both as stated above begins when the movers leave the Cougar Moving Company office location. The hourly rate of charge for the labor rate stated above stops upon the moving team vacating the

Cougar Moving Company L.L.C. South Carolina Household Goods Tariff

location of consignment. If the elated time needed to provide the service until its finish falls under two (2) hours the customer will still be charged at a rate of two (2) hours.

1.2 Office Hours / Minimum Hourly Charges:

Cougar Moving Company L.L.C will operate Monday – Friday, 8:00 am – 8:00 pm and Saturday and Sunday from 8:00am – 8:00pm.

| | |
|-----------------------------|--------------------------|
| Monday- Friday | Two-Hour Minimum Charge |
| Saturday- Sunday | Two-Hour Minimum Charge |
| Recognized Federal Holidays | Two- Hour Minimum Charge |

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, Cougar Moving Company will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

Cougar Moving Company L.L.C. South Carolina Household Goods Tariff**SECTION 2****2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Floor Model Television (48" or above) - \$120
- Pool Table - \$
- Gun cabinet - \$100
- Steel Gun Cabinet (in excess of 400 lbs.) - \$150

2.2 Elevator or Stair Carry

Cougar Moving Company L.L.C. does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

Cougar Moving Company L.L.C. does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

Cougar Moving Company L.L.C. does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 Cougar Moving Company L.L.C. does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.

Cougar Moving Company L.L.C. South Carolina Household Goods Tariff

2.5.2 Cougar Moving Company L.L.C. is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Cougar Moving Company L.L.C. reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

Cougar Moving Company L.L.C. will not move pianos.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Cougar Moving Company L.L.C.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

3.1.2 Claimant must notify carrier of all claims for concealed damage within 30 days of the move. Cougar Moving Company L.L.C. must be given reasonable opportunity to inspect damaged items.

3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Cougar Moving Company L.L.C. reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Cougar Moving Company L.L.C. immediately. They will complete a Damage Report before they leave your site. If you

Cougar Moving Company L.L.C. South Carolina Household Goods Tariff

discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

Cougar Moving Company L.L.C. rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

Cougar Moving Company L.L.C. rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

Cougar Moving Company L.L.C. does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Cougar Moving Company L.L.C. will not accept responsibility for safe delivery of such articles if they come into Cougar Moving Company L.L.C. possession with or without Cougar Moving Company L.L.C. knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Cougar Moving Company L.L.C. Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Cougar Moving Company L.L.C. shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

Cougar Moving Company L.L.C. South Carolina Household Goods Tariff

SECTION 4

4.0 PROMOTIONS

Cougar Moving Company L.L.C. shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 College of Charleston, MUSC, The Citadel, Trident Technical College, Charleston Southern University (Student and Alumni)

A promotional rate of normal hourly service charges for moving, packing and unpacking items listed below will be applied for customers who are current or past students of any of the local colleges listed above. Extra chargeable items will follow rates in Section 2. 2.1. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out in Section 1.2 plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Cougar Moving Company L.L.C. office location, and the movers estimate return time to the office location. No Minimum charge will applied to any of the student/alumni moves. A student picture ID or graduation degree must be presented before the move to qualify for the student or Alumni rate. The hourly rates and charges are indicated below:

| Number of Movers | Hourly |
|---------------------|-------------|
| Rate | |
| Two Men | \$60.00 |
| Three Men | \$90.00 |
| Four Men | \$120.00 |
| Each Additional Man | \$30.00 per |
| man/per hour | |

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Cougar Moving Company L.L.C.
South Carolina Household Goods Tariff

NEW Tariff

REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO CERTAIN INTRASTATE
HOUSEHOLD GOODS MOVES WITHIN THE STATE OF
SOUTH CAROLINA

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Cougar Moving Company L.L.C. South Carolina Household Goods Tariff

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**Cougar Moving Company L.L.C.
South Carolina Household Goods Tariff**

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Cougar Moving Company L.L.C. These services are furnished between points and places in Charleston, Berkley, and Dorchester.

Cougar Moving Company L.L.C. South Carolina Household Goods Tariff

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers arrive the the job site. Cougar Moving will charge a minimum

| <u>Number of Movers:</u> | <u>Hourly Rate:</u> |
|------------------------------------|--|
| Labor Only | Not Regulated |
| Two Movers and a 17' truck | \$94.00 |
| Two Movers and a 26' truck | \$104.00 |
| Each Additional Mover | \$30.00 Per/Hour |
| Travel Charge (less than 45 miles) | Additional 1.0 Hour travel charge added. |
| Mileage (Over 45 miles) | \$2.25 per mile |
| Overnight Fee | \$150.00 per night |

Customers will be charged a two (2) hour minimum for all moving labor following increments of fifteen (15) minutes addition to the initial two (2) hours.

The hourly rate of charge for the labor, truck, or both as stated above begins when the movers arrive at the shippers location. The hourly rate of charge for the labor rate stated above stops upon the moving team vacating the location of consignment. If the allotted time needed to provide the service until its finish falls under two (2) hours the customer will still be charged at a rate of two (2) hours.

Cougar Moving Company L.L.C. South Carolina Household Goods Tariff

1.2 Office Hours / Minimum Hourly Charges:

Cougar Moving Company L.L.C will operate Monday – Friday, 8:00 am – 8:00 pm and Saturday and Sunday from 8:00am – 8:00pm

| | |
|-----------------------------|--------------------------|
| Monday- Friday | Two-Hour Minimum Charge |
| Saturday- Sunday | Two-Hour Minimum Charge |
| Recognized Federal Holidays | Two- Hour Minimum Charge |

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 5 days of their move, Cougar Moving Company will charge the applicable minimum. If customers reschedule within 5 days of their move, Cougar Moving Company will charge a \$50.00 rescheduling fee. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

The travel charge applies to all moves completed within 45 round-trip miles, calculated by using the distance from Cougar Moving Company LLC's office location to the move origin and adding to it the estimated return mileage from the final move destination back to the office. The amount of time spent driving with goods-in-transit between the move origin and destination (plus additional stops if any) will be billed at the applicable hourly rate. The travel charge incurs a 1.0-hour travel charged billed at the applicable hourly rate. This travel charge covers fuel and travel time spent driving to and from our office location for all local moves with travel of less than 45 round-trip miles. All moves will incur an additional excess mileage fee of \$2.25 per mile per truck for any mileage in excess of 45 round-trip miles.

Cougar Moving Company L.L.C. South Carolina Household Goods Tariff

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- | | | |
|--|---|---|
| • Pool Tables - \$350.00 | • Steel Gun Cabinet (600lbs +) - \$300.00 | • Upright Piano - \$100.00 + Hourly Fee |
| • Floor Model TV (TUBE TV 48" or above) - \$100.00 | • Riding Lawn Mowers - \$150.00 | • Motorcycles - \$150.00 |
| • Flat Screen TV - \$40.00 | • Golf Carts - \$150.00 | |
| • Gun Cabinet (200lbs +) - \$100.00 | • Stainless Steel Fridge - \$150.00 | |
| • Steel Gun Cabinet (400lbs +) - \$200.00 | • Ceramic Grill - \$100.00 | |

2.2 Pass Through Charges

A pass through charge will be added onto the invoice if the moving team were to incur a fee while performing a move for the shipper. Example of this would be if a moving team had to drive through a gate and were charged a fee upon entrance. This fee will be attached to the bill of lading and the shipper will be charged accordingly.

2.3 Elevator or Stair Carry

Cougar Moving Company L.L.C. does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

Cougar Moving Company L.L.C. does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

Cougar Moving Company L.L.C. South Carolina Household Goods Tariff

2.4 Pick Up and Delivery

Cougar Moving Company L.L.C. does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

Cougar Moving Company L.L.C. does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the price of packing materials. The price of materials can be sent to the shipper upon request.

Cougar Moving Company L.L.C. is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Cougar Moving Company L.L.C. reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

Cougar Moving Company L.L.C. will not move baby grand pianos. See section 2.1 for upright piano fee.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Cougar Moving Company L.L.C.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Cougar Moving Company L.L.C. reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Cougar Moving Company L.L.C. immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage

Cougar Moving Company L.L.C. South Carolina Household Goods Tariff

claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.1.1 Standard Valuation

This coverage is free with the customer move. In the event that anything is lost or damaged during the move, you will be reimbursed at \$0.60 per pound per article. That means if an item is damaged or lost, you are entitled to the value of the item or damage up to a maximum of the weight of the article times \$0.60 per pound. This value is often less than the actual value of your article.

3.1.2 Full Value Coverage

Cougar Moving Company L.L.C. does provide additional coverage upon request in order to compensate for goods that have been damaged or lost at an amount closer to the declared value or replacement value of the shippers belongings. Cougar Moving Company will charge an additional \$100.00 fee if the shipper elects the full value coverage. Cougar Moving Company L.L.C. offers this coverage through their one million dollar (\$1,000,000) general liability insurance policy, as well as their twenty thousand dollar (\$20,000) cargo insurance policy. The additional full coverage provided upon written request by the customer compensates the total overall cost of the declared value or replacement value of damaged or lost goods less a \$1,000.00 deductible paid by the shipper.

3.2 Presentation of Claims

If there is damage you discover on the day of your move, notify us immediately. All claims for loss, damage or overcharge must be written and attached to the Bill of Lading. In the event you have claims for concealed damage, Cougar Moving Company must be given a reasonable opportunity to inspect damaged items in their original packing. Our movers will complete a Damage Report before they leave your site.

If you discover damage after the move, call the office within 30 days of the move.

Cougar Moving Company liability shall not exceed the cost of repairing or replacing the lost or damaged property with material of like kind and quality. It shall also not exceed the actual cash value of the property at the time and place of loss but in no event to exceed the released value.

The carrier shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper or authorized agent of either. When the carrier is directed to unload or to deliver the property (or render any services) at a place at which the consignee or its agent is not present, the property shall be at risk of the owner after unloading or delivery.

Cougar Moving Company L.L.C. South Carolina Household Goods Tariff

SECTION 4

4.0 Promotions

Cougar Moving Company L.L.C. shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 College of Charleston, MUSC, The Citadel, Trident Technical College, Charleston Southern University (Student and Alumni), and active Military personnel.

A promotional rate of normal hourly service charges for moving, packing and unpacking items listed below will be applied for customers who are current or past students of any of the local colleges listed above. The promotional discount will also apply to active military personnel. Extra chargeable items will follow rates in Section 2. 2.1. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out in Section 1.2 plus actual travel time. The clock starts at the appropriate hourly rate when the movers arrive to the shippers location, and the movers estimate return time to the office location. A two hour minimum will be applied to the discounted move for all. A student picture ID or graduation degree must be presented before the move to qualify for the student or Alumni rate. A military ID or badge must be present before the move to qualify for the military discount. The hourly rates and charges are indicated below:

| <u>Number of Movers:</u> | <u>Hourly Rate:</u> |
|------------------------------------|--|
| Labor Only | Not Regulated |
| Two Movers and a 17' Truck | \$84.00 |
| Two Movers and a 26' Truck | \$94.00 |
| Each Additional Mover | \$30.00 Per/Hour |
| Travel Charge (less than 45 miles) | Additional 1.0 Hour travel charge added. |
| Mileage (Over 45 miles) | \$2.25 per mile |
| Overnight Fee | \$150.00 per night |

COUGAR MOVING COMPANY
2306 Bailey Drive
North Charleston, SC 29405
843.608.1835

Tariff Revision Summary

The summary below details the revisions to Cougar Moving Company old tariff.

1.1

-We are combining our labor rate and truck fee together. We are also combining our mileage fee into our hourly rate up to 45 miles of travel.

2.1

-We have itemized our bulky item fees and included more speciality item fees.

Section 3 / 3.0-3.7

-We have added more claim discussion if damage were to occur on or off site.

Section 4 / 4.0-4.1

-We have added to our promotion section. This includes adding benefits to military personnel. The discounted rate would be applied to the hourly rate with and without truck use.